

ICANN Grant Program Applicant Guide

Program guide for applying
to the 2024 grant cycle

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ICANN Grant Program Applicant Guide

1. Introduction

The Internet Corporation for Assigned Names and Numbers (ICANN) reached a significant milestone with the launch of the ICANN Grant Program after a comprehensive and transparent multistakeholder process. This new program is an opportunity for eligible organizations across the globe to apply for project funding that is consistent with ICANN's mission and aligned with ICANN Grant Program objectives. This program is designed to make contributions to the Internet ecosystem while also positively impacting people all over the world by investing in creative and innovative solutions that further ICANN's vision of a single, open, and globally interoperable Internet.

About ICANN and its Mission

ICANN's mission is to ensure a stable, secure, and unified global Internet. To reach another person on the Internet, you need to type an address – a name or a number – into your computer or other device. That address must be unique so computers know where to find each other. ICANN helps coordinate and support these unique identifiers across the world. ICANN was formed in 1998 as a nonprofit public benefit corporation with a community of participants from all over the world.

Applicant Guide's Purpose

The Grant Program Applicant Guide provides prospective applicants with resources and information on how to submit applications to the program.

2. ICANN Grant Program Overview

i. History of the Program

The program is funded by the proceeds received from [Auctions of Last Resort](#) used as a mechanism to resolve competition among identical or similar applications in the 2012 New Generic Top-Level Domain (gTLD) Program. The net auction proceeds amounted to \$217 million¹ as of 30 June 2023 and are segregated from ICANN's general Operations.

The Cross-Community Working Group on New gTLD Auction Proceeds ([CCWG-AP](#)), formed in January 2017, was tasked with developing a proposal for a mechanism to allocate the proceeds generated from those auctions of last resort in the New gTLD Program. The CCWG-AP submitted its [Final Report](#) to the ICANN Board for its consideration in September 2020 following review by the CCWG-AP's Chartering Organizations. The Final Report included 12

¹ This amount may change. Some of the auction proceeds are related to an ongoing dispute and may not be available for grant distribution.

recommendations for the Board’s consideration, along with implementation guidance and related materials. The scope of work of the CCWG-AP focused on the processes to distribute the auction proceeds, not on approving specific uses or projects for allocation. In June 2022, the ICANN Board adopted the recommendations.

ii. Problem Statement

The importance of the Internet to the economic, social, and political systems around the world is increasing with the expansion of its user base, content, and applications. Internet connectivity continues to accelerate globally. This growth brings with it increased pressures on the reliability, stability, and security of the Domain Name System (DNS) and the Internet.

Future growth of the Internet will include the rapid evolution of emerging technologies, business models, and security threats presenting new challenges every day. As the number of Internet-connected devices increases, it is critical that the Internet’s unique identifier systems continue to serve a broader and more diverse global user base. For example, despite global Internet penetration reaching 66 percent of the world’s population, language barriers limit usability for communities around the world.

As the Internet grows, so does the need for resilient and sustainable networks and systems that can respond to evolving demands of its users. Expanding use and access, improving performance and interoperability, and fostering participation and capacity of its stakeholders will ensure the Internet continues to play its crucial role in the development of our world for generations to come.

iii. Statement of Objectives for the Program

ICANN is a champion of the single, open, and globally interoperable Internet that enables billions of users around the world to connect with each other: conduct business; access information, services, and education; and share ideas. The free flow of information is critical to the development and vitality of any society.

ICANN is the independent, trusted, multistakeholder steward of the Internet’s unique identifier systems. Its mission is to ensure the stable and secure operation of those systems. The program is envisioned as a mechanism to fund projects that encourage, facilitate, and support ICANN’s mission and its vision of a single, open, and globally interoperable Internet.

The types of initiatives that the program will fund include those that support the ICANN mission by:

- Benefitting the development, distribution, and evolution of the services and systems that support the Internet’s unique identifier systems
- Providing capacity development
- Advancing developments, innovation, and open standards for the benefit of the Internet community
- Contributing to diversity, participation, and inclusion across stakeholder communities and geographic regions

iv. Funding Themes

Proposed projects should address at least one of the following funding themes and associated work areas for the first cycle:

Theme 1: The Internet's unique identifier systems

Funding under this theme will support efforts on one or more of the following work areas:

- Supporting **standards development** in relation to the Internet's unique identifier systems
- Supporting **long-term usability and sustainability** of the DNS
- Strengthening the **security and stability** of the Internet's unique identifier systems
- Enhancing **Universal Acceptance** to ensure truly multilingual and digitally inclusive systems
- Promoting innovative projects that **expand the use** of the Internet's unique identifier systems
- Improving **the performance** of the Internet's unique identifier systems

Theme 2: A Unified Internet

Funding under this theme will support efforts on one or more of the following work areas:

- Advancing work related to **open access to the Internet**
- Enhancing Internet **interoperability** to cope with unexpected contingencies, including those that may exclude certain communities from the global DNS
- Enhancing the **resiliency and sustainability** of the Internet at the local, national, or global level

Overarching Themes: Additional considerations for project design

Furthermore, the following two underlying themes should be considered by applicants in the design of their projects and will be considered by the Independent Application Assessment Panel when assessing projects:

- Diversity, participation, and inclusion of underserved populations
- Impact and outcomes that can be sustained through capacity development

For the purposes of the program, “underserved populations” refers to those populations that experience barriers in accessing the mechanisms, services, or tools enabled by the Internet's unique identifiers. This may include those from a particular community, country, geographic region, minority, or other group sharing a specific characteristic.

v. Impact and Intended Outcomes

ICANN expects that funding projects aligned to the themes and areas outlined above will result in increased reliability, stability, interoperability, and security of the Internet and its unique identifier systems. These intended outcomes will lead to a broader and more diverse user base with greater capacity to further develop and improve the Internet around the world.

3. First Cycle Key Elements

The following key elements describe fundamental aspects of the first grant cycle. Subsequent cycles will be implemented after a review of the previous cycle which may result in changes to key elements of the program and updated guidance for applicants.

Funding available for first cycle:

The total amount available for grants in this first cycle is \$10 million.

Minimum and maximum grant request amounts:

Applications can be submitted for grant awards between \$50,000 and \$500,000.

Maximum project duration:

The maximum project duration is 24 months.

Project start date:

Projects should start within 60 days of signing the grant agreement.

Application window:

The application window opens in the grant portal **25 March 2024 15:00 UTC** and closes on **24 May 2024 20:00 UTC**.

Number of grants funded per applicant:

Applicants are welcome to submit as many applications as they wish and are welcome to collaborate with other applicants on additional submissions. However, applicants may only be awarded funding for one project and will not be eligible to receive multiple grants in one grant cycle, either as the primary applicant or as a collaborator. Applicants should detail funding preference in their submissions.

i. Grant Cycle Timeline

Grant Cycle Timeline:	
Grant platform opens for application submission	25 March 2024 15:00 UTC
Grant platform closes for applications	24 May 2024 20:00 UTC
Admissibility and eligibility checks	June–July 2024
Independent Application Assessment Panel review	August–October 2024
Expected ICANN Board decision on the final slate of successful applications	December 2024
Grant agreement negotiations and contracting	January 2025

ii. Grant Program Contacts and Additional Resources

Additional resources including Frequently Asked Questions (FAQs) are available on the [ICANN Grant Program](#) web page.

For comments, questions, or feedback regarding the program, please contact grantprogram@icann.org or the [ICANN Helpdesk](#).

For technical support in using the application platform, please contact the [Submittable Help Desk](#).

4. Admissibility and Eligibility

ICANN is a nonprofit public benefit corporation. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable and public purposes. As such, it must adhere to specific regulations with regard to grantmaking activities.

All applications must meet admissibility and eligibility criteria through an administrative review.

i. Application Admissibility

Applicants should review all criteria carefully to ensure applications are complete and submitted on time with all required attachments.

Applications must:

- Be submitted through the online application platform
- Be submitted by **24 May 2024 20:00 UTC**
- Be submitted in English (EN)
- Include all required attachments per checklist instructions in [Section 11](#)
- Request grant between \$50,000 and \$500,000
- Propose a project duration of 24 months or less

ii. Applicant Eligibility

All eligible applicants must:

- **Be a charitable organization**
 - Applicants within the U.S. must have a 501(c)(3) determination from the Internal Revenue Service (IRS).
 - Applicants outside of the U.S. must be charitable in nature and be able to provide relevant governing and financial documentation, upon ICANN's request, to confirm equivalency to a U.S. 501(c)(3).
 - More information about Equivalency Determination is provided in [Section 4\(iii\)](#).
- **Support ICANN's compliance with relevant U.S. laws, rules, and regulations**
 - ICANN must comply with the economic and trade sanctions program administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. These sanctions have been imposed on certain countries, as well as individuals and entities that appear on OFAC's List of Specially Designated Nationals and Blocked Persons (the "SDN List").
 - ICANN is prohibited from providing most goods or services to residents of sanctioned countries or their governmental entities or to SDNs without an applicable U.S. government authorization or exemption.
 - ICANN generally will not seek a license to provide goods or services to an individual or entity on the SDN List. In the past, when ICANN has been requested to provide services to individuals or entities that are not SDNs, but are residents of sanctioned countries, ICANN has sought and been granted licenses as required. However, ICANN is under no obligation to seek such licenses and, in any given case, the OFAC could decide not to issue a requested license, or one may not be obtained in sufficient time for consideration within the current grant cycle.
- **Have no conflicts of interest**
 - Applicants (and other organizations listed within the proposal) must be free from actual, potential, or perceived conflicts of interest with ICANN or its affiliate Public

Technical Identifiers, as well as any vendors announced for assessment of Grant Program applications.

- No person that participated as a member (including temporary member appointments) of the Cross-Community Working Group on New gTLD Auction Proceeds (CCWG-AP) is eligible to apply for or be included within funded proposal activities as principals, advisors, or in other roles. Grants may not be awarded to businesses and organizations owned in whole or in part by the CCWG-AP members or their family members. Grant funding may not be used to pay compensation to CCWG-AP members or their family members.
 - No person who is or has been within the past one year an officer, employee, contractor, consultant, Board Director, or Board Liaison of ICANN or its affiliate, nor their family members is eligible to apply for or be included within funded proposal activities as principals, officers, directors, advisors, or in other roles.
- **Meet due diligence standards**
 - Applicants must provide information on the legal establishment of their organization, as well as the identification of directors and officers of the organization.
 - Applicants must be in good corporate standing under their applicable laws and regulations.
 - Background screening at both the organization level and the individual level will be conducted to confirm eligibility and assess risk.
 - ICANN may consider information received from any source if it is relevant to the criteria described in this section.
 - ICANN reserves the right to reject an application, even if the applicant is otherwise qualified, based on information uncovered during the due diligence process.
 - This information may include, but is not limited to, any convictions of a criminal nature or judgments against an applicant or any individual listed in the application, uncovered during the due diligence process where permitted, and pertaining to financial or corporate governance activities, fraud, breach of fiduciary duty, willful tax-related fraud, intentional evasion of tax liabilities, computer or telephone crimes, or violations of child protection and safeguarding. This information may also be used to identify other risks potentially linked to integrity, identity, finance, cybersecurity, governance, and operations.
 - **Have a bank account in the applicant organization's name**
 - Account should be legally registered under the applicant organization's legal business name.
 - Account must be able to receive transfers from a U.S. financial institution.

During any stage of the eligibility review, applicants may be contacted directly by ICANN staff or authorized third-party vendors for additional information or to seek clarification about information

that has been submitted.

iii. Equivalency Determination

In the U.S., “charitable status” is a federal law concept. To qualify as charitable in the U.S., an organization must be organized and operated exclusively for charitable purposes.

While the definition of charitable status may differ between countries, ICANN, as an organization headquartered and registered in the U.S., must use the U.S. IRS tax-exempt status of 501(c)(3) as a basis to evaluate the charitable status of applicant organizations. An equivalency determination (ED) is a good faith determination that a non-U.S. organization is the equivalent of a U.S. 501(c)(3).

To carry out this determination, all applicants will be required to answer initial questions in the online application about the mission, purpose, and activities of their organization that should clearly highlight the organization’s charitable structure and activities.

After an initial administrative review of application materials, ICANN staff or representatives from an authorized third-party vendor may request more information directly from applicants outside of the U.S. to confirm charitable status and to make an equivalency determination.

During the ED process, the applicant organization’s governing, financial, and self-declared documents should demonstrate the following:

- The organization is organized exclusively to be charitable.
- Actual activities are charitable in nature.
- All assets have to be permanently dedicated to charitable purposes.
- Neither private individuals nor shareholders can benefit from activities or net earnings.
- Activities are not designed to influence legislation, and no political campaigning is allowed.

Please note: ICANN will accept an ED completed by or on behalf of another U.S.-based funder. If an applicant wishes to use ICANN’s selected vendor to conduct the ED, ICANN will cover the costs of that determination. However, any translation costs needed for the ED are the applicant’s responsibility as the organization’s governing documents must be supplied to the vendor in English. Translations do not need to be formal or officially certified. Be aware that an ED conducted by a vendor on behalf of ICANN may result in a determination that an applicant organization is not the equivalent of a U.S.501(c)(3) and, therefore, not eligible for funding within the first cycle of the program.

Detailed resources about the ED process are available in multiple languages through [NGOsource’s Learning Center](#). Please note that the material presented is for general informational purposes only and does not represent legal advice. ICANN cannot provide legal advice or guidance on any organization’s charitable status. More information about potential

documentation needed during an ED process is available through NGOsource's [Guide to Equivalency Determination](#) on page 11.

iv. Other Applicant Arrangements

Organizations may apply independently or engage with other partner organizations in development of an application and subsequent implementation of a project if awarded. Those arrangements may include fiscal sponsorship, collaborative or consortium agreements, co-funding models, or some other type of partnership. For definitions on these different types of arrangements, please see the [Glossary](#).

ICANN will accept applications that involve more than one organization. However, all participating organizations must be identified in the application. ICANN will only enter into a grant agreement with the lead organization which must meet all eligibility requirements. The lead organization must be identified in the application for an arrangement involving more than one organization. The lead organization will be responsible for communications regarding the program with ICANN or its authorized vendors, signing the grant agreement, and ensuring reporting requirements are met.

v. Eligible Activities

All proposed activities must:

- **Be consistent with ICANN's mission**
 - ICANN's Bylaws specify: "The mission of the Internet Corporation for Assigned Names and Numbers ("ICANN") is to ensure the stable and secure operation of the Internet's unique identifier systems as described in this [Section 1.1\(a\)](#)."
- **Not duplicate existing activities currently or previously funded by ICANN**
 - Applicants will be asked in the application to disclose any overlap with previous or existing ICANN activities including activities funded through ICANN's operating budget, by contract with ICANN, or by other agreement or arrangement.
 - Applicants should review ICANN's [Strategic Plan](#) and [Operating Plan](#) to check if their proposed activities appear to complement, neither compete with nor duplicate, ICANN's current ongoing activities.
 - Activities that have been previously included in ICANN's budget or activities that were considered, but not accepted, or removed entirely during ICANN's budgeting process for any reason are ineligible for funding through the program.

vi. Ineligible Activities

The following activities are not eligible for inclusion in grant applications because of ICANN's U.S. legal status as a nonprofit public benefit corporation.

Ineligible activities include:

- Any political or lobbying activity, including activities to influence legislation and/or the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive
- Any activity that may lead to private financial benefit of individuals beyond incidental items such as payment of reasonable employment salaries
- Any unlawful activity according to the country where the applicant is based and/or where the project is developed

5. Independent Application Assessment Panel Review

i. Assessment Panel Review Process

A third-party vendor will manage the Independent Application Assessment Panel (the “Panel”), including the recruitment and selection of Panel members as well as manage their assessments of applications. This third-party vendor will be used to maximize independence from the ICANN Board, organization, or community.

The Panel composition is expected to include a diverse group of subject matter experts aligned to the themes and work areas of the Program.

The Panel will include the following characteristics and workflow:

- Sub-panels will be developed per a thematic focus or work area.
- Each proposal will be assigned to three panelists with one panelist being appointed as Lead Rapporteur.
- Each panelist will be assigned a certain number of applications.
- Panelists will conduct pre-assessments and scoring of individual applications prior to sub-panel meetings.
- Sub-panels will meet to discuss and conclude ranking of all applications they have been assigned within the sub-panel.
- Panelists will finalize the overall ranking for all applications.

ii. Assessment Panel Scoring Rubric

The following scoring rubric will be used by panelists to assess applications. Applicants contacted directly by ICANN staff will have an opportunity to provide clarification and answers to questions from panelists should they arise. However, applicants must not initiate communication with the Panel.

Innovation and Relevance: This criterion assesses the project’s innovativeness, originality, and alignment with objectives of the Grant Program.

4: Outstanding	3: Good	2: Adequate	1: Not Good	0: Missing
Project outcomes and activities clearly align with the Grant Program objectives; project elements challenge current standards and practices by proposing innovative concepts with the potential to advance knowledge or expand impact.	Project outcomes and activities mostly align with the Grant Program objectives; project elements challenge current standards and practices by proposing promising concepts that may need minor development to advance knowledge or expand impact.	Project outcomes and activities generally align with the Grant Program objectives; project elements indicate an understanding of the current standards and practices by proposing limited concepts to advance knowledge or expand impact.	Project outcomes and activities moderately align with the Grant Program objectives; project elements indicate a poor understanding of current standards and practices and propose weak or inadequate concepts to advance knowledge or expand impact.	Project outcomes and activities do not align with the Grant Program objectives; project elements do not challenge current standards and practices or offer concepts to advance knowledge or expand impact.

Effectiveness: This criterion assesses the significance of the project’s intended impact, its response to a specific need, and its ability to clearly state expected outcomes that are meaningful and measurable.

4: Outstanding	3: Good	2: Adequate	1: Not Good	0: Missing
Strong rationale and significance of proposed work addresses the need of specific underserved populations with potential benefits of change made clear through measurable and sound Key Performance Indicators (KPIs).	Thoughtful rationale of proposed work; may not address the need of specific underserved populations but demonstrates potential benefits through KPIs.	Rationale or significance of the project is too general; may address the need of a generalized population with some potential benefits identified; KPIs may lack detail or clarity.	Insubstantial evidence of need presented and/or proposed activities inadequately address need; proposal addresses the general population with no specified benefit identified; KPIs are included but fail to define realistic and achievable goals.	Unconvincing or no evidence of need presented; the proposed activities do not address a stated need; no described benefit or improvement for a particular population is identified; KPIs are missing or irrelevant to the project’s intended impact.

Implementation and Feasibility: This criterion assesses the project’s workability, practicality, and preparedness to mitigate potential risks.

4: Outstanding	3: Good	2: Adequate	1: Not Good	0: Missing
Exceptionally well-structured work plan and related budget; project risks are outlined with sound mitigation plans.	Well-structured work plan and related budget; project risks are outlined well though mitigation measures lack some clarity.	Work plan and related budget could be refined and present gaps or leaps; some risks are outlined, and the mitigation plans seem to generally address the risks but lack detail.	Work plan and related budget show inconsistencies with the outcomes which are unlikely to be achieved in project’s current form; risks are not clearly outlined with no clear mitigation plans.	Poor work plan and estimate of resources needed for implementing the project; no risks have been identified with no plans for mitigation.

Competency and Expertise of Project Team: This criterion assesses the skill or knowledge of applicants and project partners in their fields and in delivering similar types of projects.

4: Outstanding	3: Good	2: Adequate	1: Not Good	0: Missing
The applicant and identified partners, if applicable, have an excellent track-record of expertise and knowledge in the project area and in the management of projects funded by grant programs.	The applicant and identified partners, if applicable, have good expertise and knowledge in the project area and in the management of projects funded by grant programs.	The applicant and identified partners, if applicable, have satisfactory expertise and knowledge in the project area.	The applicant and identified partners, if applicable, demonstrate little experience in the project area.	The applicant and identified partners, if applicable, fail to provide evidence of their expertise and knowledge of the project area.

Community Value and Impact: This criterion assesses the lasting impact of the project and its ability to continue to deliver results beyond the initial grant period by developing the capacity of beneficiaries to continue activities.

4: Outstanding	3: Good	2: Adequate	1: Not Good	0: Missing
Strong evidence is presented that the project could create	Evidence presented that the project could continue to	Project is designed to be temporary or short term; some limited effort to	Plans for the future are stated as assumptions without	No meaningful plans for the future beyond the funding

local community value and build a broad base of support; capacity of project beneficiaries to sustain the project's impact beyond the grant period is a stated outcome.	impact the community beyond the grant period by engaging project beneficiaries in long-term strategy development; strategies may require additional grant funding to implement.	engage community and/or secure commitment beyond grant period is represented; capacity development to sustain outcomes is not included as a strategy.	supporting arguments or evidence of strategies.	term appear in the proposal.
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Any application scoring of zero (*Missing*) or one (*Not Good*) for any criterion will be disqualified from further consideration for a grant award.

iii. Process for Funding Decisions and Final Slate of Grant Awards

Following the completion of the Panel’s assessment, applications will be subject to the following process for consideration of inclusion in the final slate of grant awards.

1. The Panel will deliver a rank order list of all assessed applications based on the panelists’ assessment of the applications according to the selection criteria outlined above.
2. Applications will be shortlisted for funding in rank order based on the total amount of funding available in the cycle. The score of the last ranked application shortlisted will be the scoring threshold for any further consideration for grant awards.
3. ICANN will review the budget and activities listed in applications on the shortlist for any errors, unallowable activities or expenses, or inconsistencies and will seek clarification from the applicant as needed or as requested by the Panel.
4. ICANN will conduct final eligibility screening of applications on the shortlist including renewed OFAC screenings, charitable status verification, and updates to reputation and background checks.
5. ICANN will produce the final slate of applications, inclusive of a recommended grant amount to be funded for each, based on the Panel assessment and due diligence conducted. This slate will be presented to the ICANN Board.
6. The ICANN Board will vote on the final slate.

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7. Once approved, applicants will be notified and moved on to the next stage of the process for grant agreement negotiation and contracting.

Applicants who are not selected for the final slate of grant awards will be notified via email and will be provided with information regarding the next cycle of funding. Upon request, applicants will be provided with specific feedback about why the application was not selected for the final slate. This feedback may include scores obtained and/or the final panel assessment.

6. Proposal Submission Information

ICANN uses Submittable as the online grants management system for the Grant Program. Prior to the open application window, instructions on how to access the application and create a log-in will be posted on the [ICANN Grant Program page](#). Applications must be submitted through the Submittable portal as made available by ICANN. Applications submitted by other means are not admissible and will not be accepted or evaluated.

For technical support in use of the application platform, please contact the [Submittable Help Desk](#).

i. Application Questions

Applicants will be expected to answer several questions to detail their project, its goals and objectives, intended impact, contingencies, and risks. Applicants should also highlight their experience delivering such projects, any partnerships involved, and how they will measure success. All responses must be submitted in the application platform in English.

The following questions are provided for planning purposes and may appear differently in the actual application:

- Describe how your project aligns with ICANN's mission.
- Describe how your project aligns with the objectives of the Grant Program.
- What problem or challenge are you hoping to solve?
- How are others trying to solve this problem?
- What is different about your approach to solving this problem?
- Who is implementing the project, and what is their role?
- What risks may be associated with the project, and what is your plan to mitigate them?
- What does the success of the project look like and how will you measure it?
- How do you plan to sustain the impact of the project once the ICANN Grant Program grant has been exhausted?

ii. Performance Metrics and Key Performance Indicators

Applicants will be expected to demonstrate how they intend to measure the success of their project aligned to the objectives of the Grant Program. Applicants should detail these measurements through a description of appropriate Key Performance Indicators (KPIs) for their project.

KPIs can be qualitative or quantitative in nature and should be related to, but not limited to, measures such as quality, satisfaction, or performance. Applicants should design KPIs that they intend to measure throughout the course of the project and that will demonstrate its intended impact.

iii. Work Plan Preparation

Project Work Plan

Applicants are expected to provide a detailed work plan that outlines anticipated activities. It should outline key actions necessary to implement the project and when those actions are expected to take place according to a timeline. The work plan should describe specific tasks aligned to KPIs, milestones, and deliverables of the project. The online application will include a work plan section that the applicant should complete.

iv. Budget Preparation

Project Budget

The program aims to fund specific projects with clear and realistic budgets that align with a work plan. The online application will include a budget section that the applicant should complete. Applicants should use the following cost categories to construct the project budget for the application. Applicants should provide the budget for each cost category, if applicable, as well as a description of those expenses in the application.

Description of Cost Categories:

- **Staff** – The costs of personnel to oversee and implement the project’s activities and grant reporting
- **Travel** – Reasonable travel that is necessary to perform the proposed activities and conduct professional development

Durable Goods and Equipment – Equipment and/or infrastructure costs deemed necessary to launch and operate the project

Generally, these goods have a useful life of more than a year. Equipment purchased with grant funds must remain in charitable use after the project duration ends and disposed of under certain conditions for charitable organizations.

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- **Subcontractors** – Subcontractors are allowed to provide external technical expertise, professional services, software, or other resources on a limited basis beyond the applicant staff’s capabilities and resources. However, most of the grant activities should be conducted by organization staff or with organization resources rather than subcontractors. Subcontracting costs should be less than 50 percent of the total activities.

Please ensure the contractors’ fees are clearly outlined in the budget’s cost breakdown and include the rate by hour/day/month with the estimated time the contractors will be engaged.

- **Other Direct Costs** – Other anticipated costs such as marketing, training, supplies for a project activity, etc., that can be directly allocated to the project.
- **Overhead / Indirect Costs** – Grant funding is intended to support direct project costs. A small portion – limited to 10 percent of the total grant request – may be included in the budget to cover indirect costs or costs such as office rent, utilities, and general administrative expenses that are necessary to deliver the project.

Example: If your request is \$100,000, a maximum of \$10,000 of your budget may be requested as indirect costs.

\$100,000 budget = \$90,000 direct costs + \$10,000 indirect costs

Please note: ICANN’s reporting currency is U.S. dollars. To limit financial risk through transactions and exchanges, ICANN requests that all budgets be submitted in U.S. dollars.

v. Application Terms and Conditions

All applicants must agree to Terms and Conditions in the grant management platform to submit an application. The Terms and Conditions outline expectations, rules, and obligations for applicants who wish to apply. This includes the understanding that the program is an open request for applications meaning that the amount of grant funds available per cycle, the number of grants awarded, and the applications selected for grants are at ICANN’s discretion. Applicants may not use ICANN’s Accountability Mechanisms to challenge grant decisions.

For the convenience of applicants around the world, the Grant Program Applicant Guide published by ICANN in the English language will be translated into Arabic, Chinese, French, Russian, and Spanish. Additional materials such as the terms and conditions, supplementary policies, or contracting templates will be provided in English and will not be translated. Applicant recognizes that the English language version of the guide and application materials (including Terms and Conditions) is the version that binds the parties; that such translations are unofficial interpretations and may not be relied upon as accurate in all respects; and that in the event of any conflict between the translated versions of the guide and application materials and the English language version, the English language version prevails.

7. Communication With Applicants After Submission

Applicants are expected to maintain and update their contact information as needed in the grant management system. Primary contacts listed for applications may be contacted by ICANN staff or representatives from an authorized third-party vendor during any stage of the review process. Applicants are only able to supply the additional, missing, or incomplete information that is specified and only when contacted directly. No other part of a submitted application package may be modified after application submission.

Applicants may be contacted for, though not limited to, the following matters:

- Clarification or documentation requests regarding admissibility and eligibility information.
- Information queries from Independent Application Assessment Panel members coordinated through ICANN staff or vendors.
- Information requests or consent authorizations needed for background check processing.
- Notifications of grant award decisions.
- If awarded, instructions on completing the grant agreement.

Clarification requests for admissibility or eligibility may involve providing additional due diligence documentation, documentation verifying charitable status, or information related to conflicts of interest disclosures and/or reputational and background checks.

The formal requests will outline the specific information or documentation requested, the instructions for submitting the response, and a due date. Failure to respond by the due date may result in the application being removed from further consideration.

Please note, requests for information do not imply an application will be funded.

8. Grant Award Distribution

After notification of a successful application, a grant agreement will be executed with the applicant outlining the terms of the grant including, but not limited to, the project start and end dates, reporting requirements and payment schedule.

All funding will be paid in installments in order to monitor the implementation of funded projects. No lump sum payments will be made to organizations. Organizations are encouraged to consider this installment arrangement when projecting cash flow. Payment distributions will depend on timely submission of programmatic and financial reports detailing how the funds were spent and any milestones or deliverables achieved during the reporting period.

Installment dates and amounts will vary based on the duration and scope of each funded project.

- The first installment will be made in a timely manner after signing the grant agreement.
- Midpoint installments will be disbursed after submission and approval of grant activity and financial update reports.
- A final installment will be made after submission and approval of grant closeout activity and final financial reports.

9. Reporting, Monitoring, and Evaluation

Reporting

Successful applicants who are awarded grants will be expected to complete interim reports throughout the duration of the grant. These reports will consist of both narrative questions and KPI data collection regarding the progress of the project as well as a financial report detailing expenditures to date.

A final report will also be due at the conclusion of the project and should detail achievement of goals and objectives and final expenditures for the project.

Monitoring

Projects may be subject to additional monitoring activities, such as site visits to verify and document project activities as reported. On the occasion of any such activity, ICANN will contact the grantee directly to make arrangements for the visit at no cost to the grantee.

Evaluation

Grantees may also be subject to periodic reviews and evaluations. This may include surveys; participation in virtual or in-person meetings and interviews with ICANN staff; or other activities that require data collection related to implementation of the project and use of grant funds.

10. Personal Data Protection

At ICANN, we are committed to protecting privacy and ensuring the confidentiality of personal information. We prioritize privacy through thoughtful design, integrating fundamental data protection principles like minimization, proportionality, establishing adequate retention policies, and transparency into our application processes.

Our application processes are streamlined to request only essential information for thorough assessment of the applications. Any data for public disclosure will be explicitly identified (i.e., project summary or description).

Throughout grant administration, ICANN will adhere to data protection principles, ensuring clear and transparent data collection and retention practices.

For a complete understanding of our privacy-centric approach and adherence to data protection principles, a Grant Program Privacy Policy along with the terms and conditions, will be made available to applicants on the Submittable platform, for their review and consent.

11. Required Attachments for Application

This checklist, which is also included in the grant application platform, outlines the required attachments that should be submitted with the application. These attachments must be uploaded in the grant management system. Additional documents may be requested during the review process to confirm eligibility or verify information provided in the application. For attachments that are required or preferred in English, the translations do not need to be officially certified.

I. REQUIRED ATTACHMENTS

Evidence of charitable status - English preferred

501 (c)(3) designation letter from U.S. Internal Revenue Service (if U.S. based)

If located outside of U.S. -

Current Equivalency Determination certificate, if applicable

Or

Governing documents such as articles of incorporation, etc., and/or other legal documents recognized by home country indicating charitable status

IMPORTANT NOTE: At application stage, governing documents will be accepted in languages other than English. However, applicants outside of the U.S. may need to translate governing documents into English later in the process. The translations do not need to be officially certified. If applicable, those applicants will be notified directly and informed of the requirements.

Board of Directors and Officers List - Submit in English

Please include the following information for each board member or officer

Full name

Officer role (President, Treasurer, etc.), if applicable

Professional affiliation

Term of service

Project's Key Leaders List (include collaborating partners and subcontractors funded by grant) - Submit in English

Please include the following information for each key programmatic and financial staff member and subcontractors, if applicable

Full name

Role in the project

Resume, curriculum vitae (CV), or brief biographical sketch with relevant technical expertise and education related to project

Applicant's financial statements for prior fiscal year (audited preferred if available. Unaudited financial statements accepted with explanation) - Submit in English if available

1.1 Glossary

ICANN Grant Program Glossary

Assessment: Refers to the Independent Application Assessment Panel's role in producing a rank order list of all assessed applications using established scoring criteria and sub-panel deliberation.

Co-funding: A funding scenario when more than one funder's contribution is needed to achieve the projected results.

Consortium: An association of several organizations with distinct roles and responsibilities in the project.

Evaluation: Refers to the evaluation of a project's progress, impact, and outcomes.

Fiscal sponsor: A qualified 501(c)(3) charitable organization that contracts to sponsor an organization that is not a 501(c)(3) or equivalent to offer its tax exemption benefit and ensure funds are used for charitable purposes. A fiscal sponsor must retain control and oversight of distributed grant funds and serve as the primary contact for this program.

ICANN Grant Program: Refers to the global program that will distribute proceeds from the auctions of last resort in the 2012 New Generic Top-Level Domains (gTLD) Program.

Independent Application Assessment Panel ("the Panel"): Refers to an independent panel of subject matter experts aligned to the themes and work areas of the program to assess, score, and deliver a rank order list of assessed applications to the ICANN Grant Program Department staff.

Key Performance Indicator (KPI): A way of measuring and monitoring an organization's progress toward a realistic and achievable defined goal or objective within a certain time period.

Open application: Anyone who is eligible can apply (no invitation required).

Review: Refers to the process of reviewing the program during and at the end of each cycle and more strategically after a number of cycles.

Subcontractor: An external consultant or other entity who is contracted to complete clearly defined tasks that support implementation of a project.

1.2 Appendix

DRAFT ICANN Grant Program Terms and Conditions

**Subject to change in advance of opening of Application Cycle in March 2024*

By submitting an online grant application (this “Application”) through ICANN’s online interface, you are agreeing on behalf of yourself and your organization (including all parent companies, subsidiaries, affiliates, agents, contractors, employees and any and all others acting on its behalf) (collectively, “Applicant”) to these Grant Application Terms and Conditions (“Terms and Conditions”).

The Internet Corporation for Assigned Names and Numbers (ICANN) maintains the ICANN Grant Program. ICANN, through the ICANN Grant Program offers an open call for grant applications (“Applications”) for possible grant funding (“Grant”). ICANN’s principal place of business is at 12025 W. Waterfront Drive, Suite 300, Los Angeles, California 90094, USA. This is an open request for applications and not a contest. The amount of Grant funds, the number of Grants awarded, and the organizations selected for Grants are at ICANN’s sole discretion. Applicant understands and agrees that these Terms and Conditions are binding on the Applicant and are a material part of the Application.

Applicant warrants that it has the requisite power and authority to make this Application on behalf of Applicant, and is able to make all agreements, representations, waivers, and understandings stated in these terms and conditions and to enter into the form of grant agreement as posted with these terms and conditions. In the event that Applicant is joined in its Application by other organizations with which Applicant proposes to deliver the work as described within the Application, Applicant warrants that it has full power and authority to make this Application and all agreements, representations, waivers, and understandings stated in these terms and conditions on behalf of those additional organizations.

Applicant acknowledges and agrees that ICANN has the right to determine not to proceed with any and all Applications within the ICANN Grant Program, and that there is no assurance that any Grants will be awarded. The decision to review, consider, and approve Applications for Grants and to award Grants after approval is entirely at ICANN’s discretion. ICANN reserves the right to reject any application that ICANN is prohibited from considering under applicable law or policy.

Applicant acknowledges that it is responsible for completion of the Application within the online grant application portal as specified by ICANN, inclusive of all required documentation, within the application window as set forth at <https://www.icann.org/grant-program-en>. Failure to complete all required fields and submit all required documentation within the manner and timeframe specified may remove the Application from further consideration for a Grant. In its sole discretion, ICANN may extend the time for submission of applications, and will provide notice of such extension on that same webpage.

Applicant warrants that the statements and representations contained in the Application (including any documents submitted) are true and accurate and complete in all material

respects, and that ICANN may rely on those statements and representations fully in evaluating this Application. If applicant uses tools such as generative artificial intelligence to support the development of its application, Applicant remains responsible for confirming it has the rights to all information presented within the application and that the information presented is reliable and accurate.

Applicant acknowledges that any material misstatement or misrepresentation (or omission of material information) may serve as grounds for ICANN to remove the Applicant and its Application from consideration for a Grant. Applicant agrees to notify ICANN in writing of any change in circumstances that would render any information provided in the application false, misleading or outdated.

Applicant acknowledges the eligibility and application requirements that are set forth within the ICANN Grant Program Applicant Guide for applying within the 2024 Grant Cycle (“Applicant Guide”) and understands that it must meet and maintain all eligibility and application requirements to remain eligible for award of a Grant. Applicant acknowledges that it must timely notify ICANN of any change that might impact the Applicant’s eligibility for a Grant through the modes of communication specified within the Applicant Guide.

Applicant acknowledges that ICANN or its authorized vendors may ask Applicant to provide additional information to supplement an Application, such as further financial statements, specific government records, information regarding officers, Board members and key program staff, additional details about the project described with the Application, and other information deemed necessary by ICANN to evaluate the Applicant or Application. Applicant further acknowledges that Applicant’s failure to provide such additional information within the timeframe specified within such a request may remove the Application from further consideration. Applicant understands that neither ICANN nor its authorized vendors are under any obligation to seek further information from any applicant and a decision to do so is within ICANN’s sole discretion. Applicant recognizes that as part of responding to requests for additional information, Applicant (where allowed) may be required to obtain any consents or agreements of the entities and/or individuals named within the Application for the purpose of completing the requisite background or reputational screening activities detailed in the Applicant Guide, as well as to provide documented consent for release of records to ICANN by organizations or government agencies.

Applicant authorizes ICANN to disclose the Application (inclusive of materials) to ICANN’s employees, Board of Directors, consultants, agents and other third parties, including ICANN’s authorized vendors, for the purpose of processing the Application, consulting on or performing the evaluations described within the Applicant Guide, and as otherwise necessary to consider the Application for a Grant.

Applicant warrants that all materials and information provided within its Application are free from viruses or other malicious code.

For the convenience of applicants, the application materials published by ICANN in the English language have been translated into certain other languages frequently used around the world. Applicant recognizes that the English language version of the application materials (of which

these Terms and Conditions is a part) is the version that binds the parties, that such translations are non-official interpretations and may not be relied upon as accurate in all respects, and that in the event of any conflict between the translated versions of the ICANN-published application materials and the English language version, the English language version controls.

Applicant recognizes that though language localization tools may be available to support the application experience, Applicant is required to submit all Application materials, unless otherwise specified, in English or accompanied by a translation into English where indicated as permissible. Applicant acknowledges that all costs of translations are at Applicant's expense, and ICANN will not reimburse such costs. While ICANN does not require provided translations to be officially certified, Applicant acknowledges that it is responsible for confirmation of the veracity and accuracy of the translation and that ICANN will rely on such Applicant-provided translation for any and all application evaluation work.

In the event Applicant wishes to rely upon ICANN's authorized vendor to achieve an Equivalency Determination (as discussed within the Applicant Guide) during the Grant Program Application process, Applicant acknowledges that Applicant is responsible for responding to all requests for information from ICANN or the authorized vendor to support the performance of that work. Applicant acknowledges that ICANN does not and cannot guarantee that Applicant will be successful in that Equivalency Determination process. ICANN will cover the costs of the authorized vendor performing Equivalency Determination evaluations when coordinated through ICANN as part of the ICANN Grant Program evaluation process. Applicant also acknowledges that if it chooses to obtain an Equivalency Determination from a provider of Applicant's choosing, or has previously paid ICANN's authorized vendor for the performance of an Equivalency Determination, such evaluation costs are borne by the Applicant. Even when using ICANN's authorized vendor, any costs incurred by Applicant for obtaining requested documentation or translations thereof are the Applicant's responsibility and will not be subsidized by ICANN.

Applicant understands that while it is welcome to submit as many applications as it wishes and is welcome to collaborate with other applicants on additional submissions within the ICANN Grant Program, that Applicants may only be awarded funding for one project and will not be eligible to receive multiple grants in one grant cycle, either as the primary applicant or as a collaborator. In the event that Applicant submits or is involved with more than one application within the ICANN Grant Program, Applicant will be requested to provide ICANN a preferred order of funding Grants, while understanding that such preference is indicative only and not binding upon ICANN.

In the event the Applicant is selected for a Grant, Applicant authorizes and gives permission to ICANN to publish applicant's name on ICANN's website, and to disclose or publicize in any other manner, information sufficient to identify the Applicant and information regarding the project contemplated within the Application. Applicant acknowledges that it will be required to agree to further publicity and transparency measures as part of the Grant Agreement.

In addition to these Terms and Conditions, ICANN has established a privacy policy for the Grant Program ("Grant Program Privacy Policy") to explain how ICANN collects and uses personal data in this context. A copy of the Grant Program Privacy Policy can be found at (LINK TBD).

The Grant Program Privacy Policy which relates specifically to the Grant Program is supplemented by the ICANN Privacy Policy (available at: <https://www.icann.org/privacy/policy>), which contains more general provisions. The ICANN Privacy Policy and the Grant Program Privacy Policy may be updated from time to time. Please review the contents of these policies frequently and prior to submitting an online Application through ICANN's online interface, after such updates constitute your acknowledgment and applicability of such updated policy.

Applicant warrants that it maintains the rights to the materials and information provided within its application, and that such materials and information do not violate or infringe on any third party rights (including privacy, data protection, and intellectual property rights).

Applicant will give notice and, if applicable, obtain consent from any individual whose personal data is submitted to ICANN's online interface if this is required under applicable laws. When Applicant transfers personal data in a manner subject to cross-border data transfer restrictions under applicable laws into ICANN's online interface, for example a transfer of personal data from the European Economic Area ("EEA") into ICANN's online interface in the United States, Applicant will ensure that such transfers take place in compliance with applicable laws, including, if applicable, the implementation of necessary transfer safeguards under such laws (e.g., EU Standard Contractual Clauses ("SCCs")), obtaining consent from data subjects or authority approval. Applicant will contact ICANN at privacy@icann.org prior to submitting any personal data into the ICANN's online interface with a request to enter into the necessary transfer safeguards under applicable laws, whereby it is in the sole discretion of ICANN whether to grant or reject this request.

Applicant understands and agrees that, even upon successful evaluation, it will receive a Grant only in the event that it enters into a grant agreement with ICANN in the form published in connection with the application materials. (Note: ICANN reserves the right to make reasonable updates and changes to this proposed draft agreement during the course of the application process). Applicant may not resell, assign, or transfer any of Applicant's rights or obligations in connection with the Application.

Applicant shall indemnify, defend, and hold harmless ICANN (including its affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, collectively the ICANN Affiliated Parties) from and against any and all third party claims, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or relating to: (a) ICANN's or an ICANN authorized vendor's consideration of the Application, and any approval, rejection or withdrawal of the Application; and/or (b) ICANN's or an ICANN authorized vendor's reliance on information provided by applicant in the application.

Applicant agrees that it may not utilize the Reconsideration Request or Independent Review Process as specified within Article 4 of ICANN's Bylaws for the purpose of challenging decisions made on this Application. This includes challenges to acts and decisions by ICANN and ICANN's authorized vendors that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or ICANN's authorized vendors in connection with the review or disposition of this Application, including the ultimate decision by ICANN to award or not award the Applicant's applied-for Grant as described in the Application. Applicant also agrees that there are no mechanisms provided to Applicant to challenge or seek review of decisions

made on the Application. In the event Applicant's Application does not result in a Grant, Applicant acknowledges it is only entitled to information regarding the next cycle of funding, and if requested, specific feedback about why the Application was not selected for the final slate of Grants.

ICANN reserves the right to make reasonable updates and changes to the Applicant Guide and to the application process, at any time by posting notice of such updates and changes to the ICANN website. Applicant acknowledges that ICANN may make such updates and changes and agrees that its Application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its Application prior to such updates or changes and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable accommodations in order to mitigate any negative consequences for Applicant to the extent possible consistent with ICANN's mission.

DRAFT ICANN Grant Program Grant Agreement Template

**Subject to change in advance of opening of Application Cycle in March 2024 and subject to modification prior to execution.*

GRANT AGREEMENT BETWEEN

[GRANTEE ORGANIZATION]

AND

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

This Grant Agreement (this “**Grant Agreement**”) is made as of the date of signature (the “**Effective Date**”) by the Internet Corporation for Assigned Names and Numbers, a nonprofit public benefit corporation exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**IRC**”) and incorporated in the state of California with its principal office at 12025 Waterfront Drive, Suite 300, Los Angeles, California 90094 (“**ICANN**”); and [Grantee name], a [US state/international] [type of entity] (“**Grantee**”). ICANN and Grantee are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

Whereas, ICANN is a nonprofit organization headquartered in the State of California with a mission to coordinate, at the overall level, the global Internet’s system of unique identifiers, and in particular to ensure the stable and secure operation of the Internet’s unique identifiers, and is committed to corporate engagement and social responsibility, within the bounds of it’s mission, commitments, and core values;

Whereas, ICANN has created and operates a grant program through which ICANN provides funding to help facilitate the security, stability, and resiliency of the Internet’s unique identifier systems (the “**Grant Program**”) in order to support, benefit, and further the charitable and educational purposes of ICANN within the meaning of IRC Section 501(c)(3).

Whereas, ICANN has determined that the Grantee performs activities that further ICANN’s charitable mission, as further detailed in Exhibit A;

Whereas, ICANN wishes to support Grantee in its work pursuant to the terms of this Grant Agreement in order to advance ICANN’s mission of coordinating and ensuring the stable and secure operation of the Internet’s unique identifier systems; and

WHEREAS, Grantee agrees that any funds received through this Grant Agreement will be used exclusively for the purposes outlined in Exhibit A (the “**Project**”);

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Grant and Payment Schedule

- a. ICANN shall award Grantee a grant in the amount specified in Exhibit A (the “**Grant**”) over the Term specified in Section 4 of this Grant Agreement to support Grantee’s Project as described in Exhibit A.
- b. ICANN will distribute the funds provided under this Grant Agreement (“**Grant Funds**”) to Grantee in accordance with the payment schedule in Exhibit A, subject to Grantee’s satisfaction of the requirements stated in Exhibit A. Distributions will be in U.S. Dollars and based on generally accepted market rates published at the time of initial submission of the Project to ICANN.
- c. Exhibit A is hereby incorporated into and considered part of this Grant Agreement and any change to the terms of an Exhibit hereunder will require a mutually executed written amendment.
- d. Any Grant or other payment under this Grant Agreement is not attributable to any local presence ICANN has had or will have in the European Union.
- e. ICANN shall not be liable for any foreign exchange rate fluctuation between Participant’s local currency and the U.S. Dollar that may affect the value of the Grant Funds, or any other amounts due to Participant pursuant to this Agreement.

2. Reporting

- a. Grantee shall provide to ICANN reports during the term of the Project as mutually agreed upon in Exhibit A, inclusive of a final report upon completion of the Project or termination of this Grant Agreement (collectively, the “**Reports**”). The Reports will be delivered to ICANN in the format, manner, and schedule specified in Exhibit A. The final Report shall be provided within thirty (30) days after the end of the last month in which the funding commitment of ICANN has ended (whether by reaching the full amount of the grant or as a result of termination of the Grant Agreement), and Grantee has expended all Grant Funds previously provided.
- b. The Reports shall describe the status of the Project and activities taken in performing the Project (the “**Activities**”) by Grantee and expenditures made with the Grant Funds. As appropriate, the Reports shall detail the progress on Activities by evaluating Project outcomes and measuring data against any targets established in advance by the Parties, as described in Exhibit A. The Reports shall also report on Grantee’s compliance with the terms of this Grant Agreement.
- c. Grantee must notify ICANN in writing within ten (10) days of any change in Grantee contact information.

3. Diligence and Audits

- a. Grantee acknowledges that ICANN may conduct a due diligence review of Grantee prior to providing Grant Funds under this Agreement or following any Grantee change of control. Grantee shall comply with all reasonable due diligence requests. ICANN shall bear its own costs in the conduct of any such due diligence review and Grantee shall not unreasonably hinder or delay ICANN's conduct of its due diligence review.
- b. Upon ICANN's written request Grantee shall permit ICANN to audit or perform in-person inspection(s) during regular business hours of Grantee's premises, records and reports relating to Grantee's obligations and any use of Grant Funds under this Agreement. The frequency and scope of such audits or inspections shall be at ICANN's sole, reasonable discretion.
- c. Grantee shall retain its books and records in such a manner that any Grant Funds are identified separately on Grantee's books. Such books and records shall be kept in sufficient detail to document ongoing compliance with the requirements of this Grant Agreement, and shall be made available upon ICANN's written request.
- d. Grantee shall provide ICANN with sufficient information, including the specific geographic location(s) and parties involved in the Grant Project, within five (5) calendar days of a request by ICANN and in any event prior to the distribution of any Grant Funds so that ICANN can determine applicable sanctions regulations and, to the extent sanctions regulations apply to the Activities, whether there are any exemptions or general licenses that would cover the Activities.

4. Term and Termination

- a. This Grant Agreement commences on the Effective Date and shall continue until all required Reports have been received by ICANN (as described in Section 2 and further described in Exhibit A) or at such time as this Grant Agreement is terminated pursuant to Section 4.b, but no case longer than two years from the Effective Date (the "**Term**"); provided, however, that any terms of this Grant Agreement that, given their nature or express terms, are intended to survive shall survive the termination of this Grant Agreement.
- b. ICANN may terminate this Grant Agreement by providing thirty (30) days prior written notice to Grantee. Upon such notification by ICANN, Grantee will immediately cease Grant expenditures and commitments; provided, however, Grantee may make any final Grant expenditures for any reasonable costs incurred but not yet paid, including any non-cancellable commitments entered into by Grantee, prior to the date of such notification. ICANN will distribute to Grantee all remaining Grant Amounts for such expenditures pursuant to the standard payment process described in Section 1 and Exhibit A.
- c. Either Party may terminate this Grant Agreement in writing with immediate effect if any of the following occurs:
- i. The terminating Party has a good-faith belief, based on the facts then available to it, that the other Party has engaged in any of the following conduct: fraud, misappropriation or embezzlement of funds, or gross misconduct; and the terminating Party reasonably determines

that association with the other Party may adversely affect the terminating Party's tax-exempt status or general reputation.

ii. The other Party breaches any of its obligations under this Grant Agreement or Exhibit A, or if such breach is capable of remedy, the other Party fails to remedy such breach to the satisfaction of the terminating Party within ten (10) calendar days of the terminating Party requiring such remedy, subject to the following:

(A) the terminating Party shall specify in writing the provision claimed to be breached, the date such obligation or performance was to have been satisfied and any other identifying specifics to the other Party;

(B) the terminating Party may, in its sole discretion, extend the period for the other Party to remedy its breach; and

(C) there shall be no remedy period for breaches involving illegal or unlawful acts;

iii. Termination is required to comply with the requirements of any law or regulation applicable to the terminating Party or its affiliates or subcontractors, the other Party or its affiliates or subcontractors, or this Grant Agreement.

d. Other bases and mechanisms for termination may be set forth in Exhibit A as agreed upon in writing by the Parties.

e. Any Grant Funds that have not been used for, or committed to, the Project within the first to occur of (i) two (2) years from the Effective Date, or (ii) termination of the Grant Agreement, must be returned promptly to ICANN.

f. Grantee will maintain adequate accounting records and copies of any reports submitted to ICANN related to the Project as required in Sections 2 and 3 of this Grant Agreement. Grantee will retain such records and reports for six (6) years following the termination or expiration of this Grant Agreement and will make such records and reports available to ICANN upon request.

5. Management of Grant Funds

a. Grantee may not use Grant Funds for any purpose other than the charitable, educational, or scientific purposes for which the Grant is made. The Project is not intended to provide, nor will it be managed for, personal monetary or commercial gain. Grantee may not use Grant Funds to reimburse any expenses Grantee incurred prior to the date of this Grant Agreement.

b. Notwithstanding any other provision of this Grant Agreement to the contrary, Grantee shall ensure (on its own behalf and on behalf of each individual or entity that directly, or indirectly through one or more intermediaries, is owned or is controlled by, or is under common ownership or control of Grantee (each an "**Affiliate**") and each individual or entity engaged by Grantee as a contractor listed in or approved per Section 7 of this Grant Agreement (a "**Subcontractor**"), if any) that:

-
- i. Grant Funds are used solely for the purposes specified in this Grant Agreement and Exhibit A and for no other purpose;
 - ii. Grant Funds are not used to lobby any government official or agency, or otherwise attempt to influence legislation within the meaning of IRC Section 501(c)(3); and
 - iii. Grant Funds are not used to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of, or in opposition to, any candidate for public office (within the meaning of IRC Section 501(c)(3)).

6. Ownership

Each party shall remain the sole and exclusive owner of their respective intellectual property rights, including but not limited to copyrights, patents, patent disclosures and inventions (whether patentable or not), software programs, data sets, and trademarks owned, licensed, used, acquired, created, conceived, developed or first reduced to practice by or on behalf of such party prior to the execution of this Agreement or during the Term of this Agreement (collectively, “Material”). Neither party acquires any rights to any of the other party’s Material under this Agreement except that: (i) upon written request by ICANN, Grantee hereby does and agrees to grant to ICANN a worldwide, non-exclusive, irrevocable, transferable, sublicensable, royalty-free and fully paid-up right and license to copy, modify, distribute, create derivative works and/or publicly display Grantee Material; and (ii) to the extent any legally protectable 3rd party intellectual property is used or incorporated into any Grantee Material or used and incorporated in any other content, other than the Materials, that are prepared by or on behalf of Grantee in the course of this Agreement, upon ICANN’s written request Grantee hereby does and agrees to grant (or secure on behalf of ICANN) a worldwide, non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free and fully paid-up right and license to use, copy, modify, distribute, create derivative works and/or publicly display any such 3rd party intellectual property solely in connection with the Materials.

7. Prohibited Activities

a. Grantee will not use or provide any of the Grant Funds, directly or indirectly, to promote or engage in violence, terrorism or the destruction of property or to provide support or make any payment to or in support of, or otherwise transact with, any person that is the subject of sanctions administered by the U.S. government or any other applicable governmental authority (“**Sanctions**”), including, without limitation: (i) any person that promotes or engages in such activities; (ii) any person that is named on the Sanctions-related lists maintained by the U.S.

Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), including OFAC’s Specially Designated Nationals and Blocked Persons List; (iii) any person located, incorporated, organized or ordinarily resident in a region that is the subject of comprehensive Sanctions (each region, a “**Sanctioned Jurisdiction**”); (iv) any government or government-controlled entity that is the subject of Sanctions; or (v) any entity that is directly or indirectly owned, 50 percent or more, or controlled by, or acting on behalf of, any person(s) described in (i)-(iv) above. Note that the persons, entities, governments, and regions that are the subject of these restrictions change over time. Without limiting the foregoing, Grantee shall not make any secondary grants or

otherwise use any of the Grant Funds that would require a license from OFAC or another applicable governmental authority without obtaining such a license. Grantee will comply, and shall cause its Affiliates and Subcontractors to comply, with the United States Foreign Corrupt Practices Act of 1977, as revised, and applicable anti-corruption laws and regulations of any non-U.S. jurisdiction in which the Grant Funds may be used or any parties to this Agreement may be located.

b. Grantee further represents and warrants that neither Grantee, Grantee's Affiliates or Subcontractors, nor any of their respective owners, directors, employees, or agents, are a Sanctioned Party.

c. Grantee assumes all responsibility for any purchase, export, reexport, or import of any software, equipment, or technology made in connection with this Grant Agreement. Grantee agrees to comply with all export, re-export, import, and customs laws, rules, and regulations applicable to the provision of any goods, software, equipment, or technology pursuant to this Grant Agreement, including by way of non-limiting example those contained in the U.S. Export Administration Regulations ("EAR") administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS").

d. Grantee agrees to provide ICANN with any information requested by ICANN necessary or reasonably anticipated to ensure compliance with Sanctions and anti-money laundering laws and regulations in connection with receipt or disbursement of the Grant Funds.

e. Unless prohibited by an applicable law, Grantee shall immediately repay to ICANN an amount equal to any Grant Funds disbursed in violation of the restrictions in Section 5 and 7 of this Grant Agreement.

8. Subcontractors

a. In light of the nature of services to be performed under this Grant Agreement, and in the interest of protecting the reputation and potential Confidential Information (as defined below) of ICANN, Grantee agrees that it will only involve the services of (i) Grantee's employees, or (ii) the Subcontractor(s) pre-approved by ICANN.

b. Grantee represents and warrants that it has advised each Subcontractor that they are not employees of ICANN, and are not entitled to any benefits provided to ICANN employees and will indemnify ICANN in full for any such claims. Grantee is liable for compliance with all applicable employment and labor laws related to the Subcontractors and will indemnify ICANN in full for any such claims arising under any such laws. Finally, Grantee agrees to indemnify and hold ICANN, its affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and court costs) arising out of, or in connection with Grantee's hiring or use of Subcontractors, including for acts or omissions of the Subcontractor(s). No other individuals will be engaged on this project or have access to the Confidential Information provided by ICANN relating to this matter.

c. ICANN will have the right of approval before any other persons are involved in the project, and a delay on ICANN's part or failure to approve additional persons by ICANN will not be a breach of this Grant Agreement. In the event that Grantee pays a portion of the Grant Funds to a Subcontractor, Grantee must receive written consent from ICANN prior to paying such funds. ICANN may, at its discretion, request additional information about any potential Subcontractor from Grantee.

d. In the event that a portion of the Grant Funds is paid by Grantee to a Subcontractor, Grantee acknowledges that Grantee remains responsible for ensuring that any Subcontractor uses Grant Funds consistent with the terms and conditions of this Grant Agreement. Subcontractors may provide external technical expertise, professional services, software, or other resources on a limited basis beyond the capabilities and resources of Grantee's staff. However, expenses paid to Subcontractors shall be less than 50% of the total Grant amount, as most Grant activities should be conducted by Grantee's staff.

e. On the occasion that a Subcontractor does perform services for Grantee under this Grant Agreement, Grantee shall comply with the following requirements:

i. Grantee shall enter into a written agreement with the Subcontractor specifying the services to be provided and funds to be paid in relation to this Grant Agreement and shall provide a copy of such written agreement to ICANN;

ii. Grantee shall require the Subcontractor to maintain the same insurance (including the same minimum limits of liability) that apply to Grantee under Section 10.c of the Grant Agreement and Exhibit A, and to provide Grantee a certificate of insurance, which Grantee shall provide to ICANN;

iii. Grantee shall require that the Subcontractor use any Grant Funds consistent with the terms and conditions of the Grant Agreement and Exhibit A and comply with all other requirements of the Grant Agreement and Exhibit A; and

iv. Grantee shall be liable for the Subcontractor's noncompliance with the Grant Agreement as if such noncompliance was Grantee's own.

9. Confidentiality

a. Each Party to this Grant Agreement acknowledges that it may receive Confidential Information of the other (as a "**Receiving Party**") in connection with the Grant and the Project. "**Confidential Information**" includes trade secrets and any information related to the past, current, or proposed operations, business or strategic plans, financial statements or reports, technology or services of ICANN or any affiliate that ICANN discloses or otherwise makes available in any manner to Grantee, or to which Grantee may gain access under this Grant Agreement or Exhibit A, or which Grantee knows or has reason to know is Confidential Information of ICANN or any affiliate; whether such information is disclosed orally, visually, or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential.

b. Each Party to this Grant Agreement which discloses or makes available directly or indirectly Confidential Information to the Receiving Party is responsible for designating such material as Confidential Information. The Receiving Party agrees to keep in confidence and trust all such Confidential Information and will make no use of any Confidential Information except as provided for in this Grant Agreement. The Receiving Party may disclose such Confidential Information only to its officers, employees, contractors, subcontractors, and consultants with a need to know and who have entered into confidentiality agreements sufficient to prevent unauthorized use or disclosure by such persons of the Confidential Information.

10. Publicity

a. The Grantee will seek ICANN's prior written approval when referring to Grantee's funding through the Grant Program in publications, press releases, interviews, or other similar media without the prior written approval of ICANN.

b. ICANN may include information about the Grantee and the Activities described in this Agreement and any Exhibit attached hereto, including the Grantee's name, in public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

c. The Parties may further delineate in any Exhibit their respective rights and responsibilities with regard to publicity in connection with this Agreement.

d. The Parties acknowledge that for the purposes of transparency and financial reporting, the following documents may include factual reference as to the details of the Grant Funds, its amount and its allocation:

- IRS Form 990
- ICANN's Annual Report
- ICANN's CEO Report to the Board
- ICANN Audited Financial Statements
- ICANN Board Resolutions and Minutes
- Quarterly reports to the ICANN Board, leveraging the Grantee's Reports and updates to extract relevant information (external).

e. The Parties may develop pre-authorized wording for factual references to the Grant Program and Activities, which then do not need to be cleared individually.

f. Planned Communications Activities:

i. Any public statement, beyond the items listed above, made in connection with the Agreement or using the Grantee Materials shall require the ICANN's prior written approval.

ii. Key messages can be developed jointly and approved by both Parties to guide the development of communications materials. All efforts will be made to ensure that any prior approvals are secured in a timely fashion by both Parties, and approvals shall not take more than five (5) business days.

iii. ICANN's communications plans may include the following activities during the period of the Agreement:

-
- A blog or announcement from ICANN, published on icann.org, announcing the selection of the Grantee as a recipient of the Grant Funds. This includes amplification on ICANN's social media channels.
 - A press release announcing the Grant Funds distribution to the Grantee and related activities (external, use of ICANN's social media channels, i.e., Facebook, Twitter, and Instagram)
 - Initial report on relevant Activities and their impact followed by Quarterly blogs to the ICANN community to update on the status of the Activities (external, use of ICANN's social media channels, i.e. Facebook, Twitter, and Instagram)
 - Publish a link to the Grantee's site

11. Limitation of Liability and Indemnity

a. ICANN will bear no responsibility for any loss incurred by Grantee or any third party arising out of or in any way related to the Project or for costs or liability to any person engaged by Grantee as an employee or agent relating to the Project.

b. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend at its own expense ICANN and its subsidiaries, affiliates, officers, directors, employees, agents, contractors and subcontractors, from and against any and all claims, liabilities, damages, losses, and costs or expenses (including, but not limited to, reasonable legal costs in defense thereof), directly, wholly or partially arising from or in connection with any act or omission by Grantee, Grantee's employees, Subcontractors or agents, arising out of a breach of Grantee's obligations under this Grant Agreement, in obtaining or accepting the subject grant from ICANN, in expending or applying the Grant Funds, or in carrying out the Project, including but not limited to any claim made by Grantee's employee or agent whether relating to redundancy, unfair dismissal or otherwise, arising in connection with the Project.

c. All taxes, duties, levies, currency fluctuations and other such charges or expenses arising in connection with the performance of this Grant Agreement shall be borne by Grantee.

12. Conflicts of Interest.

a. The Grantee recognizes and acknowledges the unique and essential role of ICANN among the global community of Internet stakeholders. The Grantee further recognizes and acknowledges that ICANN has implemented policies and procedures to identify and, as necessary, mitigate any potential or actual conflicts of interest between ICANN's officers, directors, and employees and the objectives embodied in ICANN's mission and purpose. The Grantee recognizes and acknowledges that for all actions and statements relating to this Agreement, the Grantee, its Affiliates and Subcontractors are subject to ICANN's conflict of interest policies and procedures as necessary to maintain and safeguard the integrity of ICANN's mission and responsibilities to the global community of internet stakeholders.

b. Accordingly, at any time requested by ICANN in connection with this Agreement, including prior to the Effective Date, the Grantee must complete a “**Conflicts of Interest Disclosure**,” attached as Attachment 1.

c. The Grantee agrees that it will notify ICANN and revise and update the Conflicts of Interest Disclosure when and to the extent to which the Grantee becomes aware of circumstances that would require such a revision, and in all events at least annually.

13. Other Terms and Conditions

a. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of ICANN or any third party.

b. Grantee acknowledges that ICANN is relying on the information Grantee provides in Reports and during the course of any due diligence conducted prior to the date of this Grant Agreement and during the Term of this Grant Agreement, including the provision of accurate and current documentation of Grantee’s 501(c)(3) status or determination of equivalence, domicile, and all necessary licensure. Grantee represents that ICANN may continue to rely on this information and on any additional information Grantee provides relating to the Project throughout the Term of this Agreement. During the Term of this Agreement any changes to Grantee’s 501(c)(3) status or determination of equivalence, domicile, or necessary licensure must be reported in writing to ICANN within ten (10) days.

c. Any amount paid by ICANN to the Grantee is inclusive of all and any taxes applicable to the Grant, including without limitation, value added tax (“VAT”).

d. Grantee shall implement, maintain, and abide by, and shall ensure that its employees and subcontractors abide by: (1) any and all relevant laws, industry best practices and standards for information security; (2) all technical, organizational, and physical security policies and measures described in this Agreement or any Exhibit hereunder; and (3) ICANN’s reasonable request to receive the written results of any relevant self- or third-party audit or certification program that verifies such measures and policies comply with clause (1) and (2) above. The foregoing security practices and standards are material obligations of this Agreement and shall, at a minimum, protect all ICANN data, including confidential and/or sensitive information and Personal Data, from unauthorized access, destruction, use, modification, or disclosure. For purposes of this Agreement, “Personal Data” means any information that relates to an identified or identifiable living individual. The parties agree and warrant that any processing of Personal Data in connection with the Services has been and will be carried out in accordance with Data Protection Laws applicable to their respective processing of personal data. “Data Protection Laws” means any applicable law or regulation from time to time concerning data protection and cybersecurity that governs the processing of Personal Data under this Agreement. Furthermore, each party will provide such cooperation as reasonably required by the other party, upon request, in relation to: a) any request, complaint or query from any data subject in relation to Personal Data; and/or; b) any inquiry, investigation or request made by, or reporting obligations to, a supervisory authority, or any other authority in relation to Personal

Data processed in connection with the Services. In the event the parties enter into a Data Processing Agreement (“DPA”), this clause shall not affect the validity or enforceability of this DPA. In the event of a conflict between the DPA and this clause, the DPA shall prevail, but only to the extent of such conflict.

e. To the extent the Grantee’s Project includes development or provision of (i) website design, hosting, implementation and/or programming, and/or (ii) software and/or devices that support network or Internet connectivity, the Project will be fully compliant with the Internet Engineering Task Force (IETF) Internet Protocol, Version 6 Specification, sometimes referred to as the IPv6 Specification and, in addition, will be fully backward-compatible with the Internet Engineering Task Force (IETF) Internet Protocol, Version 4 Specification, sometimes referred to as the IPv4 Specification, including without limitation having the capabilities: (a) to create or receive, process, and send or forward (as appropriate) IPv6 packets in mixed IPv4/IPv6 environments, and (b) to interoperate with other IPv6 compliant software, devices and websites on networks supporting only IPv4, only IPv6, or both IPv4 and IPv6. Grantee further acknowledges and agrees that any networked application or service developed for ICANN by Contractor will operate irrespective of whether such services were accessed using IPv4 or IPv6.

14. General

a. This Grant Agreement and the Exhibits attached hereto (which are incorporated herein by this reference) contain the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted by this Grant Agreement, no modification, amendment, or waiver of any provision of this Grant Agreement or any Exhibit will be effective unless in writing and signed by authorized representatives of both Parties.

b. Nothing in this Grant Agreement shall constitute the naming of Grantee as an agent or legal representative of ICANN, or the naming of ICANN as Grantee’s agent or legal representative, for any purpose whatsoever except to the extent specifically set forth herein. This Grant Agreement shall not be deemed to create any partnership, unincorporated association or joint venture relationship between Grantee and ICANN and neither Party shall make any representation to the contrary to anyone else. The Grant Agreement does not restrict either Party’s ability to enter into separate agreements, including agreements related to the Agreement’s subject matter, with third parties except that Grantee may not render services to or enter into agreements with third parties that prevent, interfere or conflict with, or delay Grantee’s prompt performance of its obligations under this Grant Agreement.

c. The construction, validity and performance of this Grant Agreement shall be governed by the laws of the State of California, without application of any state’s conflicts of laws or choice of laws principles that would result in the application of laws of any jurisdiction other than California. The Parties hereby submit and consent to the jurisdiction of the State and Federal Courts located in Los Angeles County, California, USA.

d. Each provision of this Grant Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Grant Agreement will remain in effect.

e. Grantee may not assign, or transfer by operation of law or court order, any of Grantee's rights or obligations under this Grant Agreement without ICANN's prior written approval. Any failure or delay by ICANN to approve such assignment or transfer will not be a breach of this Agreement. This Grant Agreement will bind and benefit any permitted successors and assignees. No failure on the part of either party to exercise and no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Grant Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant Agreement preclude the exercise of any other right, power, or privilege. In addition, Grantee will notify ICANN within ten (10) days of any change of control and ICANN, in its sole discretion, may subsequently require additional due diligence and/or the modification or termination of this Agreement.

f. Except as may be prohibited by applicable law or regulation, this Grant Agreement and any amendment may be signed in counterparts, by facsimile, DocuSign, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

g. Grantee's execution of this Grant Agreement constitutes an acceptance of ICANN's offer to provide Grant Funds to Grantee, subject to and bound by the terms and conditions set forth herein.

h. Written notices, requests, and approvals under the Grant Agreement must be delivered to the other Party as described in Exhibit A.

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed by their duly authorized representatives on the date(s) shown below.

ICANN

By: _____

Name:

Title:

Date: _____

[GRANTEE NAME]

By: _____

Name:

Title:

Date: _____